

1. **PARTIES**

The Montana Department of Corrections (DEPARTMENT) and **Elizabeth R. Rantz, M.D. (CONTRACTOR)** enter into this Contract (**06-004-MSP**). The parties names, addresses, and telephone numbers are as follows:

Montana Department of Corrections
Montana State Prison (MSP)
1539 11th Avenue
PO Box 201301
Helena, MT 59620-1301
(406) 444-3930

Elizabeth R. Rantz, M.D.
PO Box 8808
Missoula, Montana 59807
(406) 542-0589

DEPARTMENT AND CONTRACTOR, AS PARTIES TO THIS CONTRACT AND FOR THE CONSIDERATION SET FORTH BELOW, AGREE AS FOLLOWS:

2. **DUTIES/RESPONSIBILITIES OF THE CONTRACTOR**

CONTRACTOR agrees to:

- A. Serve as a consultant to DEPARTMENT with regard to medical issues. Specifically, this will include the Director, facility superintendents, MSP Health Services Bureau Chief, and the Managed Care Coordinator.
- B. Make final clinical judgments regarding medical necessity of requested services - ensuring compliance with DEPARTMENT policy and applicable standards of practice and law.
- C. As requested by the DEPARTMENT'S Managed Care Coordinator, provide consultation regarding medical approvals Department-wide. Approvals may include, but are not limited to:
 - Diagnostic tests
 - Urgent and emergent surgeries
 - Protocol for complex cases
 - Medications
 - Use of non-formulary medications
 - Orthopedic devices
- D. Review DEPARTMENT clinical policies and provide the MSP Health Services Bureau Chief with suggested revisions.
- E. Provide clinical supervision, mentoring and consultation [with regard to correctional medicine] to on-site physician(s) and physician's assistants/nurse practitioners at MSP. Provide consultation to MSP physician (s) and mid-level providers on complex cases.
- F. Conduct regular Peer Reviews of staff physician(s) working at MSP, as requested by the MSP Health Services Bureau Chief.
- G. Recommend cost containment measures and strategies to the MSP Health Services Bureau Chief.
- H. Advise on standards of practice and how they pertain to the correctional environment
- I. On a semi-annual basis, meet with staff and other care providers at all regional prisons in Montana, the Missoula Assessment/Sanction Center, Crossroads facility in Shelby, Montana Women's Prison in Billings, Pine Hills Youth Correctional Facility in Miles City, and Riverside Youth Correctional Facility in Boulder. On-site visits, in addition to those outlined in this contract, may be required to address urgent issues. These will be arranged in consultation with the MSP Health Services Bureau Chief.
- J. As requested by the MSP Health Services Bureau Chief, provide on-site clinical supervision at MSP not less than once per month. Provide coverage for the staff physician during vacation or sick leave.

- K. Chair the Medical Review Panel and revise policy, as appropriate, in conjunction with Department Legal Counsel. Conduct Medical Review Panel meetings as frequently as necessary to assure timely care of inmate's needs, but no less than often than once every six weeks.
- L. Provide assistance to various Department medical providers and medical staff with regard to clinical decisions on individual cases in a timely manner, via telephone, e-mail, and/or facsimile. Non-urgent assistance with regard to clinical decisions will be addressed by the CONTRACTOR when on-site at MSP.
- M. In conjunction with the MSP Health Services Bureau Chief, schedule and coordinate on-call physician coverage at MSP, utilizing appropriate providers and CONTRACTOR to ensure a physician is available on a 24/7 basis. This will necessitate CONTRACTOR providing on-call coverage up to 14 days per month.
- N. Consult with Contract Placement Bureau Chief on medical compliance problems at the regional facilities and private prisons. Unless specifically requested by the MSP Health Services Bureau Chief, CONTRACTOR will not serve on site-review committee.
- O. As requested by the MSP Health Services Bureau Chief, review inmate grievances regarding medical care.
- P. Work closely with Legal Services on lawsuits and other legal issues related to medical care.
- Q. Provide medical supervision for the physician extenders at Cascade County and MASC.
- R. Maintain a current license to practice medicine in the State of Montana.
- S. Serve as Chairperson of DEPARTMENT Therapeutics Committee in an effort to maintain a current and appropriate formulary.
- T. As requested by the MSP Psychiatrist, serve as the physician on the committee that approves the application of forced medication policy.
- U. Provide medical consultation regarding care of youth at Riverside Youth Correctional Facility and review placements and sign certificate of need documents, as appropriate.

3. **COMPENSATION/BILLING**

DEPARTMENT shall compensate CONTRACTOR for successful delivery of the services provided pursuant to Section 2 in the following manner:

A. BASE RATE – Off-site coverage

For services described in Section 2 that do not require CONTRACTOR'S personal presence, CONTRACTOR shall be paid **\$80.00** per hour

B. ADDITIONAL COMPENSATION RATES

a. On-Site Coverage - MSP

For services described in Section 2 that require CONTRACTOR to be on-site at MSP, CONTRACTOR shall be paid **\$130.00** per hour - not to exceed one thousand three hundred and 00/100 dollars (\$1,300.00) per day (12:01a.m. to 11:59p.m.)

b. On-Site Coverage – Other

- i. For services described in Section 2 that require CONTRACTOR to be at other locations at the request of the MSP Health Services Bureau Chief, CONTRACTOR shall be paid **\$130.00** per hour - not to exceed one thousand three hundred and 00/100 dollars (\$1,300.00) per day (12:01a.m. to 11:59p.m.) - EXCEPT as noted below:
 1. For services described in Section 2 that require CONTRACTOR to be on-site at the Missoula Assessment/Sanction Center (MASC), CONTRACTOR shall be paid **\$80.00** (eighty and 00/100 dollars) per hour.
- ii. CONTRACTOR shall be compensated for mileage, meals, and lodging at State allowed rates when travel to DEPARTMENT sites, other than MSP or MASC, is required.

c. On-Call Coverage

CONTRACTOR shall be paid **\$50.00** (fifty and 00/100 dollars) **per 12 hours of on-call coverage** or **\$20.00** (twenty and 00/100 dollars) **per 12 hours of back-up coverage of physician's assistants on-call**. Periods of less than 12 hours shall be compensated on a pro-rated basis.

- C. Total compensation paid to Contractor under this contract shall not exceed ninety-four thousand and 00/100 dollars (\$94,000.00) annually.
- D. DEPARTMENT agrees to pay CONTRACTOR within ten (10) business days following receipt of a correct invoice.
- E. DEPARTMENT may withhold payments to CONTRACTOR if CONTRACTOR has not performed in accordance with the terms of this Contract.
- F. The Contract number must be referenced on all invoices and correspondence pertaining to this Contract.

4. AGENCY ASSISTANCE

To the extent possible, CONTRACTOR shall use its own facilities and equipment in providing the services set forth in Section 2. However, the parties recognize that services provided to DEPARTMENT may occur within the confines of a secure correctional facility necessitating the use of DEPARTMENT facilities and equipment including, but not limited to, access to inmate records, work space within a correctional facility, and telephone service (e.g., Montana State Prison and Montana Women's Prison do not allow wireless phones within facility).

5. TIME OF PERFORMANCE

This Contract shall take effect on July 1, 2005 and shall terminate on June 30, 2006, unless terminated earlier in accordance with the terms of this Contract. This Contract may, upon mutual agreement and according to the terms of the existing Contract, be renewed for a period not to exceed a total of five (5) additional years.

Upon expiration of this Contract, and in the absence of a new written agreement, the terms listed herein shall continue to govern the agreement between the parties until such time as a new Contract is signed.

6. LIAISONS AND NOTICE

- A. Cathy Redfern (406-846-1320 ext 2448), 500 Conley Lake Road, Deer Lodge Montana 59722, or successor serves as DEPARTMENT'S liaison.
- B. Elizabeth R. Rantz, M.D. (406-542-0589), PO Box 8808, Missoula Montana 59807, or successor serves as CONTRACTOR'S liaison.
- C. All notices and invoices required in this Contract shall be in writing, properly addressed to the liaison in (A) and (B) above, mailed first-class, postage prepaid. All notices sent via U.S. Postal Service are deemed effective on the date of postmark. Notices and invoices mailed through another carrier (e.g., UPS or FedEx) are effective upon receipt.

7. OWNERSHIP AND PUBLICATION OF MATERIALS

All materials CONTRACTOR develops or utilizes (i.e., reports, spreadsheets, etc.) in performing the services set forth in Section 2 above shall be the sole property of DEPARTMENT.

8. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Neither CONTRACTOR nor its employees are employees of the State. In accordance with sections 39-71-120, 39-71-401, and 39-71-405, MCA, Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana. CONTRACTOR shall provide proof of compliance in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status and maintain such insurance, exemption, or corporate officer status for the duration of the contract. CONTRACTOR shall submit a copy of all renewals of expired insurance and exemptions to: Department of Corrections, Fiscal Bureau, Attn: Contracts Manager, PO Box 201301, Helena, MT 59620-1301.

9. HOLD HARMLESS AND INDEMNIFICATION

The state hereby agrees to protect, defend, and save CONTRACTOR harmless from and against claims that arise in performance of her administrative duties for and in behalf of the DEPARTMENT, including medical reviews, medical advice, and medical recommendations, provided that they are performed:

- 1) In accordance with §2-9-108, MCA, whereby the state's limitation on governmental liability for damages in tort as a result of an act or omission of an officer, agent, or employee of the state may not exceed \$750,000 for each claim and \$1.5 million for each occurrence.
- 2) In accordance with §2-9-305, MCA, whereby the state may be liable for torts of its employees or agents as long as they are acting within the scope of their employment or duties as specifically provided by the legislature under Article II, section 18, of The Constitution of the State of Montana.

10. ACCESSES AND RETENTION OF RECORDS

CONTRACTOR agrees to provide DEPARTMENT, the Legislative Auditor, or their authorized agents with access to any records necessary to determine Contract compliance (Ref. 18-1-118, MCA). CONTRACTOR agrees to create and retain all records supporting the services rendered and/or supplies

delivered for a period of three years after either the completion date of this Contract or the conclusion of any claim, litigation, or exception relating to this Contract taken by the State of Montana or a third party.

11. PUBLIC INFORMATION

CONTRACTOR recognizes that this Contract may be subject to public inspection pursuant to Article 2, § 9 of the Montana Constitution. DEPARTMENT has a limited ability to assert a privacy interest in the subject matter of the Contract particularly with respect to information which is in the nature of a “trade secret” as the phrase is defined in federal law. In any event, CONTRACTOR agrees to hold DEPARTMENT harmless from any injury caused, in whole or in part, by the review of this agreement by an entity authorized to do so pursuant to Article 2, § 9 of the Montana Constitution.

12. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

CONTRACTOR shall not assign, sell, transfer, subcontract or sublet rights, or delegate duties under this Contract, in whole or in part, without the prior written approval of DEPARTMENT. No such written approval shall relieve CONTRACTOR of any obligation of this Contract and any transferee or subcontractor shall be considered the agent of CONTRACTOR. CONTRACTOR shall remain liable as between the original parties to the Contract as if no such assignment had occurred.

13. AMENDMENTS

All amendments to this Contract shall be in writing and signed by the parties.

14. COMPLIANCE WITH LAWS

CONTRACTOR must, in performance of work under the Contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by CONTRACTOR subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, CONTRACTOR agrees that the hiring of persons to perform the Contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by persons performing the Contract.

15. TERMINATION AND DEFAULT

- A. DEPARTMENT may, by written notice to CONTRACTOR, terminate this Contract in whole or in part at any time CONTRACTOR fails to perform as required in this Contract.
- B. Either party may terminate this Contract without cause by providing written notice to the other as described in this paragraph. The party desiring to terminate the Contract shall provide written notice to the other, which notice will establish a termination date not less than 30 days from the date of such notice. The termination of this Contract shall not limit any party’s pursuit of remedies provided in this Contract or otherwise available under the laws of the State of Montana.
- C. DEPARTMENT, at its sole discretion, may terminate or reduce the scope of this Contract if available funding is reduced for any reason.

- D. Failure on the part of either party to perform the provisions of this Contract constitutes default. Default may result in pursuit of a remedy for breach of Contract including, but not limited to, monetary damages or specific performance.

16. CHOICE OF LAW AND VENUE

The laws of Montana govern this Contract. The parties agree that any mediation, arbitration or litigation concerning this Contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees (Ref. 18-1-401, MCA).

17. LICENSURE

CONTRACTOR agrees to provide copies of current licenses and certifications that register CONTRACTOR and any associates performing under this Contract.

18. ARBITRATION

Any Claim arising out of, or related to, this Contract shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Judgment on the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof.

19. INTEGRATION

This Contract contains the entire agreement between the parties and no statement, promises, or inducements made by either party or agents thereof, which are not contained in the written Contract, shall be binding or valid. This Contract shall not be enlarged, modified, or altered except upon written agreement signed by all parties to the Contract.

20. SEVERABILITY

A declaration by any court, or any other binding legal source, that any provision of this Contract is illegal and void shall not affect the legality and enforceability of any other provision of this Contract, unless the provisions are mutually dependent.

21. COMPLETED CONTRACT

DEPARTMENT cannot disburse any payments under this Contract until a fully executed original Contract is returned to the Department of Corrections, Fiscal Bureau, PO Box 201301, 1539 11th Avenue, Helena, MT 59620-1301.

SIGNATURE

DEPARTMENT

CONTRACTOR

Mike Mahoney, Warden
Montana State Prison

Elizabeth R. Rantz, M.D.

Date

Date

Approved for Legal Content by:

Legal Counsel
Department of Corrections

Date

CONTRACT AMENDMENT
CONTRACT #06-004-MSP

THIS CONTRACT AMENDMENT (**Amendment #1**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 1539 11th Ave., Helena, Montana 59620-1301 and **Elizabeth R. Rantz, M.D.** (CONTRACTOR) PO Box 8808, Missoula, Montana 59807 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of July 1, 2005 and Section 19 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on June 30, 2006 and Section 5 provides that the parties may extend the expiration date of the Contract.

NOW THEREFORE, the parties agree to amend the Contract as follows (**new language underlined, old language interlined**):

5. TIME OF PERFORMANCE

This Contract shall take effect on July 1, 2005 and shall terminate on June 30, ~~2006~~ 2007, unless terminated earlier in accordance with the terms of this Contract. This Contract may, upon mutual agreement and according to the terms of the existing Contract, be renewed for a period not to exceed a total of ~~five (5)~~ four (4) additional years.

Upon expiration of this Contract, and in the absence of a new written agreement, the terms listed herein shall continue to govern the agreement between the parties until such time as a new Contract is signed.

This constitutes the Amendment to the Contract. All other provisions contained in the original Contract, as amended, shall remain unchanged.

DEPARTMENT

Mike Mahoney, Warden
Montana State Prison

Date

CONTRACTOR

Elizabeth R. Rantz, M.D.

Date

Reviewed for Legal Content by:

Legal Counsel
Department of Corrections

Date